a violation of duty to the sovereign who sends him, participation in business ventures outside the official duty does not render the envoy liable to civil suit. *Magdalena, etc. Co.* v. *Martin*, 2 E. & E. 94. The court in the principal case found that the defendant had not waived his immunity as a foreign diplomat, raising, but not squarely deciding, the interesting point whether or not he could have waived it. That an unconditional appearance does constitute a waiver seems to be the decision in *Taylor* v. *Best*, 14 C. B. 487. (But see the *dictum* apparently *contra* in *Barbuit's Case*, Cas. t. Talb. 281, 282.) See also 1 RIVIER, PRINCIPES DU DROIT DES GENS, 495, 496. It is submitted, however, that there should be no waiver, express or implied, without permission of the envoy's sovereign. It is the sovereign's business that the representative is sent abroad to do. One purpose of the privilege is that the business shall not be interfered with by local restrictions. See *Barbuit's Case*, *supra*, 282. Furthermore, it would also hazard a sovereign's dignity if his ambassador, even through his own volition, could place himself under temporary allegiance to a foreign power. See *Schooner Exchange* v. *M'Faddon*, 7 Cranch (U. S.) 116, 138. The ambassador should not be allowed to waive the privilege which attaches to the office, rather than to him as a person. Such waiver is forbidden American diplomats. See 4 MOORE'S INT. LAW DIGEST, 631. French authority supports the view suggested. *Dalloz*, 1907, 2: 281. See DESPAGNET, DROIT INTERNATIONAL PUBLIC, 3 ed., 258. There are *dicta* of American courts to the same effect. See *United States* v. *Benner*, 24 Fed. Cas. 1084, 1087; *Valarino* v. *Thompson*, 7 N. Y. 576, 579.

JUDGMENTS — OPERATION AS BAR TO OTHER ACTIONS — JUDGMENT FOR DAMAGES TO PERSON AS BAR TO RECOVERY FOR DAMAGE TO PROPERTY. — By a contract of insurance, the owner of an automobile had agreed to assign to the plaintiff all rights for damage thereto. Both the automobile and the owner were injured by the same negligent act of the defendant. The owner having recovered damages for the injury to his person, the insurance company now sues for the injury to the automobile. *Held*, that the action may be maintained. *Underwriters at Lloyd's Ins. Co.* v. *Vicksburg Traction Co.*, 63 So. 455 (Miss.).

By the weight of American authority, one tortious act injuring a man as to his person and property gives rise to only one cause of action, with damage for two different sorts of injury; and judgment for the one injury bars a subsequent action for the other. *King* v. *Chicago, M. & St. P. Ry. Co.*, 80 Minn. 83, 82 N. W. 1113; see cases collected 50 L. R. A. 161. Under this doctrine the owner in the principal case would have been precluded from bringing any action for the injury to his property. Since an assignee can have no greater right than his assignor (*Savannah Fire & Marine Ins. Co.* v. *Pelzer Manufacturing Co.*, 60 Fed. 39), the plaintiff's action must be equally precluded. The court, however, purporting to accept the American doctrine, bases it entirely upon a policy which prevents a plaintiff vexing a defendant with two suits when one would suffice, and holds this policy inapplicable where the suits are brought by different parties. By thus restraining the operation of the doctrine that there is but one cause where the same act produces two kinds of damage, the court attains a most desirable result. But it would seem equally expedient and sounder on theory to accept the English view acknowledging the existence of two causes of action (see *Brunsden* v. *Humphrey*, 14 Q. B. D. 141; 24 HARV. L. REV. 492), but to limit its application by the policy that where one action suffices, a plaintiff may sue but once although two dissimilar rights are injured.

LAW AND FACT — PROVINCES OF COURT AND JURY — WHETHER LOGICAL CONNECTION A PRELIMINARY QUESTION OF FACT FOR COURT. — The plaintiff was injured by a defective appliance furnished by the defendant, his employer.